

Exhibit 2

Document title:	Legal Agreements Master Subscription Agreement - US Tekion
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Agreements

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Master Subscription Agreement

Effective as of September 26, 2024 ([archived versions](#))

THIS TEKION MASTER SUBSCRIPTION AGREEMENT – UNITED STATES ("AGREEMENT") IS BETWEEN TEKION CORP ("WE," "US," "OUR," OR "TEKION") AND THE ENTITY LISTED IN THE ORDER FORM, INCLUDING ANY AFFILIATES USING THE PRODUCTS ("YOU") AND SETS FORTH THE TERMS AND CONDITIONS GOVERNING ORDERS PLACED UNDER THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF OUR [PRIVACY NOTICE](#). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE ACCEPTED BY YOU ("EFFECTIVE DATE").

PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION SERVICES, ARE NOT GOVERNED BY THIS AGREEMENT. ALL PROFESSIONAL SERVICES WILL BE GOVERNED BY A PROFESSIONAL SERVICES AGREEMENT EXECUTED BETWEEN YOU AND US.

1. DEFINITIONS

- 1.1. Any capitalized terms that are not specifically defined in this Agreement can be found in the supplemental terms and conditions available [here](#).
- 1.2. "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party.
- 1.3. "Content" means information obtained by Us from publicly available sources or Our third-party content providers, including but not limited to Third Party Forms, and made available to You through the Products, or pursuant to an Order Form, as more fully described in the User Documentation.
- 1.4. "Confidential Information" shall have the meaning ascribed to it in Section 8.1.
- 1.5. "Data Processing Agreement" shall mean the data processing agreement between the parties, which is available at <https://tekion.com/legal/privacy/dpa>.
- 1.6. "Data Protection Laws" shall have the meaning ascribed to it in the Data Processing Agreement.
- 1.7. "Equipment" means the hardware and other equipment (proprietary and/or third party) provided by Us to You as listed in the Order Forms.
- 1.8. "Feedback" shall have the meaning ascribed to it in Section 6.5.
- 1.9. "Force Majeure Event" means circumstances beyond either party's reasonable control, including without limitation (a) acts of God, (b) acts of government, such as any changes in law or regulations or any action taken by a governmental or public authority including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, (c) acts or



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1.9. "Acts of Government" means any changes in law or regulations or any action taken by a governmental or public authority including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, (c) acts or omissions of third parties, (d) civil unrest, wars, acts of terror, invasions, riots or other civil unrest, epidemics or pandemics, or strikes or other actions taken by labor organizations, (e) computer, telecommunications, transportation, the Internet, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within an impacted party's possession or reasonable control, (f) network intrusions or denial of service attacks, or (g) any other cause, whether similar or dissimilar to any of the foregoing, that is beyond the impacted party's reasonable control.

1.10. "**Intellectual Property**" means patents, patent applications, utility models, statutory invention registrations, trademarks, trade names, service marks, trade dress, logos, domain names or any other identifiers of source or goodwill, trade secrets, designs, industrial designs, copyrights and copyrightable works (including copyrights in software), database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data and know-how, in each case whether registered or unregistered and including applications, registrations and renewals in connection there-under for the grant of any such assets or rights of the foregoing descriptions and all rights or forms of protection having equivalent or similar effect.

1.11. "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.12. "**Order Form**" means an ordering document specifying the Products to be provided hereunder that is entered into between You and/or Your respective Affiliates and Us, including any addenda and supplements thereto.

1.13. "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

1.14. "**Personal Information**" has the meaning given to it in the Data Processing Agreement.

1.15. "**Products**" means any cloud-based products offered by Us on a subscription basis that You order under an Order Form or gain access to in connection with a pilot or free trial, including any associated offline and mobile components. "Products" exclude Content and Third Party Applications.

1.16. "**Product Terms**" means the supplemental terms and conditions that may apply to certain Products, and which can be found here

1.17. "**Term**" shall have the meaning assigned to it in Section 12.1.

1.18. "**Territory**" means the United States of America



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1.10. "Product Terms" means the supplemental terms and conditions that may apply to certain Products, and which can be found [here](#)

1.17. "Term" shall have the meaning assigned to it in Section 12.1.

1.18. "Territory" means the United States of America (unless otherwise specified in an Order Form).

1.19. "Third Party Application" means a web-based or offline software application that is provided by a third party and which may interoperate with the Products.

1.20. "Third Party Forms" means forms and marketing materials that are developed or licensed by a third party to You or to Us and used by motor vehicle dealers to (i) sell, lease, or finance motor vehicles and (ii) sell insurance and warranty products.

1.21. "User" means an individual who is authorized by You to use a Product, for whom You have purchased a subscription (or in the case of any Products provided by Us without charge, for whom a Product has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with whom You transact business.

1.22. "User Documentation" means the applicable Product's technical and functional documentation (including product guides in any form or medium, including training videos) and its usage guides and policies, as updated from time to time (subject to the terms of this Agreement).

1.23. "Your Data" means any data or information that is submitted by or for You or Your Users in relation to the Products, excluding (i) Content and (ii) Third Party Applications. For the avoidance of doubt, Your Data includes any Personal Data (as defined in the [Data Processing Agreement](#)).

2. PROVISION OF PRODUCTS

2.1. **Provision of Products.** We will make the Products available to You in accordance with this Agreement and any applicable Order Forms. Certain Products may be subject to supplemental terms and conditions that can be found [here](#) ("Product Terms"). These Product Terms will apply to You as part of this Agreement if Your Order Form includes such Products.

2.2. **Provision of Equipment.** We will provide You the Equipment listed in an Order Form to support Your use of the Products. You will provide, and be responsible for, any hardware, software, connectivity or licenses necessary to access and use the Products. You will ensure that Your Internet connectivity meets the minimum requirements specified by Us. You will also provide a suitable installation environment for the Equipment, and provide and install all site-specific wiring, cabling, electrical and other utilities required for installing the Equipment.

3. USE OF PRODUCTS, EQUIPMENT, AND CONTENT

3.1. **Subscription.** Unless otherwise provided in the applicable Order Form, (a) Products are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for additional Products may be added during a subscription term, and (c) any



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3. USE OF PRODUCTS, EQUIPMENT, AND CONTENT

- 3.1. Subscription.** Unless otherwise provided in the applicable Order Form, (a) Products are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for additional Products may be added during a subscription term, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.
- 3.2. Security.** You must keep Your registration information accurate and complete during the term of the Agreement. You are responsible for the security of passwords of all Users, for all activities that occur in User accounts, and for Your Users' compliance with this Agreement, the User Documentation, Order Forms and applicable laws and regulations. You must use commercially reasonable efforts to prevent unauthorized use of, or access to, the Products and must promptly notify Us: (a) of any unauthorized use of, or access to, a User's account; or (b) if any password is lost, stolen, disclosed to an unauthorized party or otherwise compromised, of which You become aware.
- 3.3. Authorized Use.** You must not, and will ensure that Your Affiliates do not: (a) make the Products or Content available to, or use the Products or Content for the benefit of, anyone other than You; (b) modify, copy or create derivative works based on the Products; (c) disassemble, reverse engineer, or decompile the Products or part thereof; (d) copy any ideas, features, content, functions, user interface or graphics of the Products; (e) use the Products in a way intended to work around the Product's technical limitations, recurring fees calculation, or usage limits; (f) use the Products to store or transmit malicious code or infringing, libelous, offensive, unlawful or tortious material, or material in violation of applicable law; (g) interfere with or disrupt the integrity or performance of the Products; (h) modify, delete or remove any ownership, title, trademark, patent or copyright notices from the Products; (i) unless otherwise set forth in this Agreement, sell, distribute, rent, lease, sublicense, display, modify, time share, outsource or otherwise provide the Products or Content to any third party or use it in a service bureau or outsourcing environment; (j) use the Products in violation of this Agreement, the Order Form, or User Documentation. We reserve the right, but have no obligation, to investigate any violation of this provision or misuse of the Products and take appropriate actions as reasonably needed (including but not limited to immediate suspension of the Products).
- 3.4. Your Legal Compliance.** You are responsible for complying with all applicable federal, state, and local laws, rules and regulations applicable to You and Your use of the Products, such as, without limitation, those related to advertising, electronic communications and solicitations, telemarketing, "do not call" and "do not contact" compliance, call recording, privacy and consumer protection Laws, including but not limited to, Section 5 of the FTC Act (15 U.S.C. Section 45), the CAN-SPAM Act (15 U.S.C. Sections 7701-7713), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. Sections 1601-1608), the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. 310.1, et seq.), and the Federal Communications Commission telemarketing regulations (47 C.F.R. 64.1200 et seq.)



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Section 5 of the FTC Act (15 U.S.C. Section 45), the CAN-SPAM Act (15 U.S.C. Sections 7701-7713), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. Sections 1601-1608), the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. 310.1, et seq.), and the Federal Communications Commission telemarketing regulations (47 C.F.R. 64.1200 et seq.) and any other applicable Data Protection Laws.

3.5. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

4. THIRD PARTY PROVIDERS

4.1. Integration with Third Party Applications. The Products may contain features designed to interoperate with Third Party Applications. These Third Party Applications are not part of the Products and the Agreement does not apply to them. We cannot guarantee the continued availability of such Product features and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Application ceases to make the Third Party Application available for interoperation in a manner acceptable to Us.

4.2. Third Party Applications and Your Data. If You choose to use a Third Party Application with a Product, You grant Us permission to allow the Third Party Application and its provider to access Your Data as required for the interoperation of that Third Party Application with the Product. We are not responsible for any use, disclosure, modification or deletion of Your Data resulting from access by such Third Party Application or its provider. Additionally, We are not responsible for any use, disclosure, modification or deletion of Your Data once it is exported from systems and databases within Our control.

4.3. Third-Party Content. Any third-party Content, including the Third Party Forms, we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that We are not responsible for, and have no obligation to control, monitor, or correct, third-party Content. We disclaim all liabilities arising from or related to third-party Content.

4.4. Mobile Access to Products. You or Your Users may access certain Products through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

5. FEES AND PAYMENT

5.1. Subscription Fees. You will pay all fees specified in Order Forms. Except as otherwise specified in an Order Form, subscription fees are based on Products purchased and not actual usage.

5.2. Invoicing and Payment. All fees will be invoiced monthly in advance and must be paid net 30 days from the invoice date, unless otherwise stated in the Order Form. You are responsible for providing complete and accurate billing and contact information



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5.2. Invoicing and Payment. All fees will be invoiced monthly in advance and must be paid net 30 days from the invoice date, unless otherwise stated in the Order Form. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, and/or (b) We may condition future renewals and Order Forms on payment terms shorter than those specified in **Section 5.2**. For all past due invoices, You agree to pay all costs of collection (including collection agency fees), reasonable attorney fees and court costs. You agree to submit any disputes regarding fees in writing to Us within thirty (30) days of the disputed invoice, otherwise the dispute will be waived and the fees therein will be final and not subject to challenge.

5.4. Suspension of Service and Acceleration. If any amount owed by You under this Agreement is sixty (60) or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, We will give You at least ten (10) days' prior written notice that Your account is overdue, before suspending services to You.

5.5. No Offset. All amounts that You owe to Us under this Agreement must be paid in full without any set-off, counterclaim, deduction, or withholding.

5.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this **Section 5.6**, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. Reservation of Rights. We or Our licensors retain all ownership and Intellectual Property rights in and to the Products and Content, derivative works thereof, and anything developed or delivered by or on behalf of Us under this Agreement. Except as expressly granted to You under this Section 6, all rights to Our assets and properties, including all Intellectual Property, are hereby reserved by Us.

6.2. Your Data. As between You and Us, You retain ownership of Your Data. You are responsible for the accuracy, quality, integrity, legality and reliability of Your Data. Subject to the terms and conditions of this



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6.2. Your Data. As between You and Us, You retain ownership of Your Data. You are responsible for the accuracy, quality, integrity, legality and reliability of Your Data. Subject to the terms and conditions of this Agreement, You grant Us a limited, worldwide, non-exclusive non-transferable and royalty-free license to access, use, process, copy, distribute, disclose, make derivative works of, perform, export and display Your Data, and any Third Party Products created by or for You: (a) to provide, maintain and improve the Products; (b) to prevent or address service, security, support or technical issues; (c) as required by applicable law; (d) to the maximum extent permitted under the terms of any consents/license received with respect to Your Data; and (d) as expressly permitted in writing by You. Notwithstanding the foregoing and anything to the contrary in the Agreement (including the Data Processing Agreement), and to the extent permitted by applicable Data Protection Laws, You acknowledge that We may anonymize or de-identify Your Data for Our own legitimate business purposes, including as provided in Section 6.2.

6.3. Consents. You represent and warrant that You have secured all rights in and to Your Data and all consents as may be necessary: (a) to grant Us the licenses contained in this Section 6; and (b) for the use of Your Data by Us and our service providers pursuant to the terms of this Agreement.

6.4. AI Usage and Data Consent. We use artificial intelligence ("AI") capabilities to enhance the functionality and performance our products and services. The AI components may adapt over time to improve user experience, optimize product features, and provide personalized insights. By using our products and services, You consent to Our use of Your Data, including but not limited to, operational data, performance data, and usage statistics, to train and improve the AI components within Our products. Such use shall be in accordance with applicable Data Protection Laws, Our [Data Processing Agreement](#), and Our [Privacy Policy](#).

6.5. Feedback. You may from time to time provide suggestions, comments, or other feedback to Us with respect to the Products. You grant to Us a worldwide, perpetual, irrevocable and royalty-free license to use and incorporate into Our products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users.

7. DATA PROTECTION

7.1. Protection of Your Data. We will maintain reasonable administrative, physical, and technical safeguards that are designed to protect the security, integrity and confidentiality of Your Data. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Your Data as described in Our [Data Processing Agreement](#). You are responsible for properly configuring and using the Products in a manner that will provide appropriate security and protection, for taking reasonable steps to secure Your Data. You and We will each comply with applicable Data Protection Laws and the Data Processing Agreement.



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8. CONFIDENTIALITY

8.1. Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data and any Personal Data contained therein; Our Confidential Information includes the Products and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party; provided that none of the foregoing exclusions will apply to Your Data, including without limitation any Personal Data.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access to perform obligations under this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form under terms of confidentiality materially as protective as set forth herein: (a) to a subcontractor or Third Party Application provider to the extent necessary to perform Our obligations to You under this Agreement, or (b) in connection with a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Our assets, financing, sale of all



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form under terms of confidentiality mutually as protective as set forth herein: (a) to a subcontractor or Third Party Application provider to the extent necessary to perform Our obligations to You under this Agreement, or (b) in connection with a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Our assets, financing, sale of all or a portion of Our business, a similar transaction or proceeding, or steps in contemplation of such activities.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by applicable law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by applicable law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. WARRANTIES AND DISCLAIMERS

9.1. Mutual Warranties. Each party represents that (a) it is duly organized and in good standing under the laws of the state or country of its incorporation or formation; (b) it has the right and power to enter into and perform this Agreement; and (c) to the best of each party's respective knowledge, the execution, delivery, and performance of the Agreement by each party does not materially conflict with any agreement that party has with a third party. A party's electronic signature or transmission of any document by electronic means will be deemed to bind such party as if signed and transmitted in physical form.

9.2. Our Warranties. We warrant that during the term of this Agreement, (a) We will employ commercially reasonable efforts in accordance with industry standards to prevent the transmission of malware or malicious code via the Products; and (b) the Products will perform materially in accordance with the applicable User Documentation.

9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 AND SECTION 9.2, THE PRODUCTS AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND AND AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE PRODUCTS WILL PERFORM TIMELY, ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL ERRORS, OR THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ALSO EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY ISSUES RELATED TO THE PERFORMANCE AND OPERATION OF THE PRODUCTS THAT ARISE FROM YOUR DATA OR THIRD PARTY CONTENT (INCLUDING THIRD PARTY FORMS), THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES.

9.4. Exclusive Remedies. FOR ANY BREACH OF THE WARRANTY IN SECTION 9.2(A), YOUR EXCLUSIVE



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YOUR DATA OR THIRD PARTY CONTENT (INCLUDING THIRD PARTY FORMS), THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES.

9.4. Exclusive Remedies. FOR ANY BREACH OF THE WARRANTY IN SECTION 9.2(A), YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE AS DESCRIBED IN SECTION 11 BELOW.

9.5. No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY, REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING FROM COURSE OF DEALING, USAGE, TRADE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY, REPRESENTATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANY PRODUCTS OR SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

10. INDEMNIFICATION

10.1. Indemnification by Us. We will indemnify and defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Product infringes or misappropriates such third party's Intellectual Property rights (a "**Claim Against You**"), and will indemnify You from any damages, including actual and statutory damages, fines, and penalties, reasonable attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (x) promptly give Us written notice of the Claim Against You, (y) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (z) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Product, We may in Our discretion and at no cost to You (i) modify the Products so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Your continued use of that Product in accordance with this Agreement, or (iii) terminate Your subscriptions for that Product upon thirty (30) days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Products are the basis of the Claim Against You; (II) a Claim Against You arises from the use or combination of a Product or any part thereof with software, hardware, data, or processes not provided by Us, if the Products or use thereof would not infringe without such combination; (III) a Claim Against You arises from Products under an Order Form for which there is no charge; (IV) a Claim against You arises from Content, a Third-Party Application, products or services (including integrations) provided by third parties or Your breach of this Agreement, the User Documentation or applicable Order Forms or (V) to the extent a Claim Against You arises from the use of Your Data outside of our products or services.



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charge; (IV) a Claim against You arises from Content, a Third-Party Application, products or services (including integrations) provided by third parties or Your breach of this Agreement, the User Documentation or applicable Order Forms or (V) to the extent a Claim Against You arises from the use of Your Data outside of our products or services.

10.2. Indemnification by You. You will indemnify and defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party (a) arising out of Your violation of this Agreement or Your use of the Product in violation of Applicable Laws; (b) Your breach of Your warranty in Section 6.3; or (c) resulting from Our transfer of Your Data to a third-party at Your request (each a "Claim Against Us"), and You will indemnify Us from any damages, including actual and statutory damages, fines, and penalties, reasonable attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (x) promptly give You written notice of the Claim Against Us, (y) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (z) give You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in Section 10.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. SUBJECT TO SECTION 11.3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR (OR OUR AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE PRODUCT FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD) OR ONE MILLION DOLLARS (\$1,000,000) WHICHEVER IS LOWER.

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, LOSS OR CORRUPTION OF DATA, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.3. Exceptions. SECTION 11.1 WILL NOT APPLY TO OR IN ANY WAY LIMIT: (i) A PARTY'S INDEMNIFICATION



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REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.3. Exceptions. SECTION 11.1 WILL NOT APPLY TO OR IN ANY WAY LIMIT: (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (ii) PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF A PARTY, ITS EMPLOYEES OR AGENTS; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; (iv) A PARTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (v) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all Products under an Order Form have expired or have been terminated. Termination of one or more of the Products does not automatically terminate the entire Agreement unless all Products have expired or been terminated.

12.2. Term of Products. The term of each Product subscription shall be as specified in the applicable Order Form and may be terminated as set forth in the Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for a twelve (12) month term unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. Unless otherwise specified in an Order Form, all renewals will be at Our applicable list price in effect at the time of the renewal. Upon the renewal of any Product and unless otherwise agreed, the term for which any Equipment associated with that Service are provided to You shall automatically renew for an additional period corresponding to the renewed Product subscription term.

12.3. Termination. A party may terminate this Agreement only: (i) upon thirty (30) days written notice to the other party of a material breach of this Agreement by such other party if such breach remains uncured at the expiration of such period; (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (iii) as provided in the applicable Order Form. We may terminate this Agreement upon thirty (30) days' prior written notice following Your receipt of a notice that You are delinquent in the payment any fees pursuant to Section 5.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3, We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the termination date. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination. Except for termination by You under Section 12.3(i), if You terminate the Agreement prior to the end of the Term, You must pay Us all fees owed to Us for remainder of the Term within five (5) business



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relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination. Except for termination by You under Section 12.3(i), if You terminate the Agreement prior to the end of the Term, You must pay Us all fees owed to Us for remainder of the Term within five (5) business days of the delivery of Your termination notice failing which We may invoke the provisions of Section 5.3.

12.5. Your Data Portability and Deletion. We will make Your Data available for export or download in a commercially usable format upon Your request within thirty (30) days of termination or expiration of this Agreement. After this 30-day period, We will have no obligation to maintain or provide Your Data and will delete all copies of Your Data, except for (i) backup copies, which will be deleted within one hundred and eighty (180) days from termination, and (ii) any retention obligations imposed on Us by applicable Law. We will continue to protect Your Data as required by this Agreement and applicable Law until Your Data is entirely removed from Our systems. Notwithstanding the foregoing, in the event of termination of this Agreement by Us due to a breach by You, including but not limited to non-payment of fees owed, We may condition performance of Our obligations upon (i) payment of fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Us of an officer's certificate from You certifying ongoing compliance with the terms of this Agreement.

12.6. Transition Period before Final Termination. Upon any termination of the Agreement, We shall, upon Your request, continue to provide the Products to You pursuant to the terms of this Agreement for a transitional period of up to three (3) months (the "Transition Period"), unless the parties agree to a longer period. Access to the Products during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Products during the calendar period of the Transition Period if the Order Form has fees for such calendar period. During the Transition Period, We will provide cooperation and assistance as You may reasonably request to support an orderly transition to another provider of similar software or services. Such cooperation and assistance will be limited to consulting regarding Our Products and will be subject to a fee based on Our then-current rates for professional services and such services will be set out in a separate professional services agreement and statement of work agreed between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Us due to a breach by You, We may withhold the provision of services during the Transition Period and condition further performance upon (i) payment of fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Us of an officer's certificate from You certifying ongoing compliance with the terms of this Agreement during the Transition Period.

12.7. Surviving Provisions. Sections 1, 5, 6, 7, 8, 9, 10, 11, 12.4, 12.5, 12.6, 12.7 and 13 will survive any termination or expiration of this Agreement.

13. INSURANCE

13.1. Tekion Insurance Policies. We will maintain, at no cost



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12.7. **Surviving Provisions.** Sections 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 will survive any termination or expiration of this Agreement.

13. INSURANCE

13.1. Tekion Insurance Policies. We will maintain, at no cost to You, commercially appropriate insurance coverage given the nature of the Our business and Our obligations under this Agreement. Such insurance will be in an industry standard form with licensed insurance carriers with A.M. Best ratings of A-VII or better, and will include commercially appropriate cyber liability insurance coverage.

14. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Products and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (1) this Agreement, (2) [Tekion Product Terms](#), which are incorporated by reference here, and (3) the applicable Order Form; provided, however, that in the event of a conflict or inconsistency involving fees owed under an Order Form, the applicable Order Form shall take precedence. This Agreement may be executed in counterparts and by electronic signatures.

14.2. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement, except for notices of termination or an indemnifiable claim ("**Legal Notices**") which shall clearly be identifiable as Legal Notices and sent to Our Legal Department at legal@tekion.com, will be in writing and will be effective upon: (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Legal Notices will be effective the day of sending by email as required above. Billing-related notices to You will be addressed to the relevant billing contact designated by You.

14.3. Modifications. As Our business evolves, we may change the terms of this Agreement (except any Order Forms). If we make a material change to this Agreement, we will provide You with reasonable notice prior to the change taking effect, either by emailing the email address associated with Your account, notifying You through Our website, and/or by notifying You through the Products. You can review the most current version of the Agreement at any time by visiting <https://tekion.com/legal>. The revised Agreement will become effective on the date set forth in our notice. Your access or use of a Product after the effective date of any modification will be deemed acceptance of the modified terms.

14.4. Withdrawals. We may withdraw a Product by posting a notice at least 12 (twelve) months prior to the effective date of the withdrawal. Upon withdrawal of a Product: (a) all support services relating to that Product will automatically stand withdrawn on the



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14.4. Withdrawals. We may withdraw a Product by posting a notice at least 12 (twelve) months prior to the effective date of the withdrawal. Upon withdrawal of a Product: (a) all support services relating to that Product will automatically stand withdrawn on the effective date of the withdrawal; and (b) We will continue to provide You the Product until the effective date of the withdrawal.

14.5. Governing Law. This Agreement, and any disputes arising out of or related to this Agreement, its formation, interpretation or enforcement, or in any way related to Your Data or Your use of the Products, will be governed exclusively by the Laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

14.6. Venue; Waiver of Jury Trial; Fees. The state and federal courts located in San Francisco County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement, its formation, interpretation or enforcement, or in any way related to Your Data or Your use of the Products. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement, its formation, interpretation or enforcement, or in any way related to Your Data or Your use of the Products. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

14.7. Assignment. Neither party may assign any of its rights or obligations hereunder to any other party, including a corporate affiliate, parent, or subsidiary, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld) except that We may assign this Agreement (together with all Order Forms) without Your consent to the surviving entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Our assets. Any purported assignment in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.8. Third Party License Terms (MarketScan). Lease, Finance and Cash purchase option calculations are provided to Your dealership by our technology partner, Market Scan. It is Market Scan's responsibility to ensure the accuracy of the data utilized to calculate the payments options that are reflected in Your Tekion subscription. While Market Scan's database contains most manufacturer and lender offerings, it might not contain information specific to Your dealership. You agree to be responsible to provide to Market Scan Information Systems, Inc. ("**Market Scan**"), on a timely, basis all regional and non-regional data regarding manufacturer and vehicle rebate, incentive, lease and or retail finance information as it becomes available. You further agree to provide Market Scan with Your electronic access to rebate, incentive, lease and retail finance data by providing Market Scan with valid login credentials to all applicable manufacturer and lender portals. From Market Scan, customers have



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regarding manufacturer and vehicle rebate, incentive lease and/or retail finance information that becomes available. You further agree to provide Market Scan with Your electronic access to rebate, incentive, lease and retail finance data by providing Market Scan with valid login credentials to all applicable manufacturer and lender portals. Every Market Scan customer has a unique account and a unique database. You are providing this login information strictly to allow Market Scan to populate the information contained in Your unique, individual Market Scan database on Your behalf. You also agree to the [Data Access Agreement](#) with MarketScan.

14.9. Relationship of the Parties; Third Party Beneficiaries.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries under this Agreement.

14.10. Force Majeure.

Neither party will be liable for a delay or failure to perform this Agreement, due to and to the extent such failure or delay is caused by or results from a Force Majeure Event. However, this Section does not excuse a party's delay or failure to perform because of a change in economic conditions or an increase in that party's costs to perform. Additionally, this Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery or business continuity procedures or either party's payment obligations (unless that is prevented by a Force Majeure Event).

The affected party must notify the other party in writing within ten (10) business days of the Force Majeure Event's occurrence, providing details of the event and its anticipated impact on performance. Affected performance deadlines (other than payment obligations) will be extended for a period equal to the time lost due to the delay.

Upon cessation of the Force Majeure Event, the affected party shall promptly resume performance under this Agreement.

14.11. Anti-Corruption.

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@tekion.com.

14.12. Publicity.

You grant Us the right to use Your company name and logo as a reference for marketing or promotional purposes on Our website and in other public or private communications with Our existing or potential customers subject to Your standard trademark usage guidelines as provided to Us from time-to-time. In addition, upon request, You consent to participating in a case study regarding Your experiences with our Products and services ("Case Study"), and inclusion of the Case Study in public-facing materials.

14.13. Severability.

If any provision of the Agreement is held



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time-to-time. In addition, upon request, You consent to participating in a case study regarding Your experiences with our Products and services ("**Case Study**"), and inclusion of the Case Study in public-facing materials.

14.13. Severability. If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

14.14. No Waiver. A waiver of any breach of the Agreement is not deemed a waiver of any other breach. No waiver under the Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

14.15. No Joint and Several Liability. Only We are responsible and liable for Our obligations to You under this Agreement, and nothing in this Agreement should be interpreted to create joint or joint and several liability between Us and Our Affiliates for any of Our obligations to You or Your Affiliates.

Master Subscription Agreement

Effective as of September 26, 2024

THIS TEKION MASTER SUBSCRIPTION AGREEMENT – UNITED KINGDOM ("**AGREEMENT**") IS BETWEEN TEKION UK LIMITED (COMPANY NUMBER 14329429, WITH ITS REGISTERED ADDRESS AT 5 NEW STREET SQUARE, LONDON, UNITED KINGDOM, EC4A 3TW) ("**WE**", "**US**", "**OUR**", OR "**TEKION**"), AND THE ENTITY LISTED IN THE ORDER FORM, INCLUDING ANY AFFILIATES USING THE PRODUCTS ("**YOU**") AND SETS FORTH THE TERMS AND CONDITIONS GOVERNING ORDERS PLACED UNDER THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF OUR [PRIVACY NOTICE](#). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE ACCEPTED BY YOU ("**EFFECTIVE DATE**").

PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLEMENTATION SERVICES, ARE NOT GOVERNED BY THIS AGREEMENT. ALL PROFESSIONAL SERVICES WILL BE GOVERNED BY A PROFESSIONAL SERVICES AGREEMENT EXECUTED BETWEEN YOU AND US.

1. DEFINITIONS

- 1.1.** Any capitalized terms that are not specifically defined in this Agreement can be found in the supplemental terms and conditions available [here](#).
- 1.2.** "**Affiliate**" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party.
- 1.3.** "**Content**" means information obtained by Us from publicly available sources or Our third-party content providers, including but not limited to Third Party Forms, and made available to You through the Products, or pursuant to an Order Form, as more fully described in the User Documentation.
- 1.4.** "**Confidential Information**" shall have the meaning